PUBLIC SERVICE COMPANIES — MUNICIPAL GRANT TO USE STREETS — EXPIRATION OF GRANT. — The complainant owned a system of tracks upon the greater part of which the municipal grants had expired. The defendant city enacted an ordinance providing, *inter alia*, a maximum fare of five cents on any line in the city operated without a grant fixing the rate of fare. In a bill to enjoin the enforcement of these regulatory provisions, the complainant alleged that an industrial necessity required the operation of the non-franchise lines, and that the enforcement of the ordinance would result in a deficit to the complainant. *Held*, that the rate-fixing provisions were confiscatory and their enforcement should be enjoined. *Detroit United Railway* v. *Detroit*, 39 Sup. Ct. Rep. 151.

A public utility, so long as it retains its mandatory or general charter, may not abandon its service to the detriment of the public. *Colo. & S. Ry. Co.* v. *State Commission*, 54 Colo. 64, 129 Pac. 506; *State* v. *Spokane St. Ry. Co.*, 19 Wash. 518, 53 Pac. 719. See 26 HARV. L. REV. 659. The same should be true at the expiration of a municipal grant to use the streets, so long as the utility retains its state charter, and there is a public necessity. See *Denver* v. *Denver Union Water Co.*, 246 U. S. 178, 190; *State* v. *Spokane St. Ry. Co.*, *supra*. *Contra*, *Laighton* v. *Carthage*, 175 Fed. 145. Conversely it would seem the utility could compel permission to continue in the city streets, at least until a substitute was provided. See 31 HARV. L. REV. 1036. But usually by constitution or statute municipal consent must be obtained before the utility may exercise its state franchise. See *Detroit* v. *Detroit City Railway*, 64 Fed. 628, 638; *Morriston* v. *Tenn. Tel. Co.*, 115 Fed. 304, 305, 306. See 3 DILLON, MUNICIPAL CORPORATIONS, 5 ed., § 1226. This practically leaves the city the sole judge of the public necessity to have the utility operate. So it is held the city may oust the utility company when the municipal grant to use the streets terminates. *Detroit United Railway* v. *Detroit*, 229 U. S. 39; *Laighton* v. *Carthage*, *supra*. The city may then impose any conditions precedent to the use of the streets by that utility. In the principal case the ordinance was substantially a statement of such conditions, instead of a grant to the utility as was held in the majority opinion. The dissenting opinion would accordingly be correct if the conditions were imposed when the municipal grant expired. But here, with permission, the utility used the streets for four years thereafter. Such a revocable license becomes irrevocable if further investment was made with the city's knowledge. *Rochdale Canal Co.* v. *King*, 16 Beav. 630; *Spokane Ry. Co.* v. *Spokane Falls*, 6 Wash. 521, 33 Pac. 1072.

PUBLIC SERVICE COMPANIES — REGULATION — ABANDONMENT OF SERVICE AND DISMANTLING OF PLANT WITHOUT CONSENT OF PUBLIC UTILITIES COMMISSION. — The mortgagees of a railroad in foreclosure proceedings asked that a receiver be appointed, operation discontinued, and the plant dismantled. A receiver was appointed, the railroad company appearing and consenting thereto. Upon application by the receiver, the district court ordered that service be abandoned and the plant dismantled. The Public Utilities Commission thereupon moved the court to vacate the order alleging that because of its power to regulate service (1913 SESS. LAWS OF COLORADO, c. 127, § 24), the commission had exclusive jurisdiction over the cessation of service and dismantling of the railroad. *Held*, that the order be vacated. *People ex rel. Hubbard* v. *Colorado Title & Trust Co.*, 178 Pac. 6 (Colo.).

For a discussion of the principles involved in this case, see NOTES, page 716.

SALES — TITLE OF GOODS SUBJECT TO BILL OF LADING — CONSIGNMENT OF GOODS UNDER MISTAKEN BELIEF AS TO EXISTENCE OF CONTRACTUAL OBLIGATION. — The consignor, who had agreed to sell some flour to a third party, consigned the flour to the plaintiff under a mistaken impression that he had